

HDL, Inc. Process & Handling Agreement

February 16, 2012

Willowbrook Cardiovascular Associates
Attention: Nadim Nasir Jr., M.D.
13300 Hargrave Rd., Ste. 500
Houston, TX 77070

Re: Process and Handling Fee for Health Diagnostic Laboratory, Inc. Advanced Cardiovascular/Metabolic Testing

Dear Dr. Nasir,:

This letter will confirm our understanding regarding fees to be paid by Health Diagnostic Laboratory, Inc. ("HDL, Inc.") to **Willowbrook Cardiovascular Associates** ("Physician") for specimens drawn and processed for shipment by Physician and sent to HDL, Inc. for Advanced Cardiovascular Testing. HDL, Inc. and Physician hereby agree as follows:

1. In consideration of the processing and handling services provided by Physician including, as appropriate: apportioning the specimen into multiple vials specific to whole blood, serum, plasma and urine testing requirements; labeling the vials specific to the category of testing to be performed; loading, spinning and unloading the vials in a blood centrifuge machine; maintaining specimen integrity by cooling and packaging the vials in specially designed biohazard shipping containers in proper sleeves; obtaining patient demographic and insurance information; labeling shipping forms with proper disclosure; and coordinating shipment pickup (the "Process and Handling Services"), HDL, Inc. shall pay Physician a **\$17.00** per specimen fee (the "Process and Handling Fee") for each specimen collected by Physician and sent to HDL, Inc. for Advanced Cardiovascular/Metabolic Testing by HDL, Inc.
2. In consideration for phlebotomist services and related services provided by Physician in collecting the specimen (the "Collection Services"), HDL, Inc. shall pay Physician a fee of **\$3.00** per specimen (the "Collection Fee").
3. In summary, the total reimbursement for the Collection Services and the Process and Handling Services will be **\$20.00** per specimen.
4. HDL, Inc. shall pay Physician appropriate Process and Handling Fees and Collection Fees (collectively, the "Fees") on a monthly basis, based on the specimens provided by Physician and processed by HDL, Inc. Payment of the Fees shall be made on or about the 10th of each month. HDL, Inc. will provide Physician the complete list of specimens each month with the paid P&H fees.
5. Physician will not bill, receive nor collect any reimbursement from any third party payor, including commercial insurers and governmental programs such as Medicare and Medicaid, for any Process and Handling Services or Collection Services for which Physician receives any Fees from HDL, Inc.
6. This agreement shall have an initial term of 12 months from the date hereof and shall thereafter automatically renew on each anniversary of the date hereof for an additional 12 month term until this agreement is terminated. Either party may terminate this agreement at any time for any reason upon thirty (30) days' prior written notice to the other party.
7. Each of the parties to this agreement shall comply with all applicable laws, and specifically, Physician shall provide the Processing and Handling Services and the Collection Services in accordance with all applicable laws, rules and regulations.
8. Nothing in this agreement or in any other written or oral agreement between HDL, Inc. and Physician with respect to the subject matter hereof, nor any consideration offered or paid in connection with this agreement is intended to be an inducement to the referral of any item or service to HDL, Inc.. Any consideration paid by HDL, Inc. to Physician as

compensation for the Processing and Handling Services and the Collection Services provided hereunder is consistent with what the parties reasonably believe to be fair market value.

9. The parties to this agreement are independent contractors. Nothing in this agreement shall be deemed to create between the parties a relationship of partnership, agency, employment, franchise or joint venture.

10. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter herein and supersedes all prior agreements between the parties hereto with respect to the subject matter herein. No amendment or modification of its terms shall be valid or binding upon any party unless addressed in writing and signed by an authorized representative of both parties hereto.

11. Each party represents that it has not been convicted of a crime related to healthcare and is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including, without limitation, federally funded healthcare programs, such as Medicare and Medicaid).

Should you have further questions please contact us at (804) 343-2718 or (877) 443-5227 (877-4HDLABS) or by mail to:

Health Diagnostic Laboratory, Inc.
737 N. 5th St., Suite 103
Richmond, VA 23219

HEALTH DIAGNOSTIC LABORATORY, INC.

Signature: _____

Date _____

Printed Name: Tonya Mallory

President & CEO, Health Diagnostic Laboratory, Inc.

ACCEPTED AND AGREED TO AS OF THE DATE ABOVE

Signature:  _____

Date 2/16/2012

Printed Name: Nadim Nasir Jr., M.D., CEO

Company Name: Willowbrook Cardiovascular Associates